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8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 RAYMOND WILSON, )  
11 Plaintiff(s), ) Case No. 2:17-cv-01691-JAD-VCF  
12 v. )  
13 WALGREEN CO., et al., ) ORDER  
14 Defendant(s). ) (Docket No. 15)  
15 \_\_\_\_\_ )

16 Pending before the Court is Defendants' motion that Defendant Walgreen not appear in person  
17 for the upcoming early neutral evaluation. Docket No. 15. Plaintiff filed a response in opposition.  
18 Docket No. 17. Through counsel, Defendants have represented that Defendant CPC has agreed to  
19 indemnify Walgreen at this time. Docket No. 15 at 1. Contrary to Plaintiff's argument, the Court finds  
20 it unnecessary to interpret the underlying contract through which indemnification is premised.  
21 Regardless of the language of that agreement, for purposes of the early neutral evaluation, CPC has  
22 agreed to indemnify Walgreen and represents that it has the authority to settle this matter at the early  
23 neutral evaluation.<sup>1</sup> Given that agreement among the defendants, the Court finds Walgreen's personal  
24 presence at the early neutral evaluation unnecessary, and the motion is therefore **GRANTED**.

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28 <sup>1</sup>The Court herein expresses no opinion as to the indemnification provision at issue.

1 Defense counsel shall make arrangements for Walgreen's representative (Jodi Karpel) to be  
2 available by telephone for the duration of the early neutral evaluation, such that she can be contacted at  
3 any given time if necessary.

4 IT IS SO ORDERED.

5 Dated: August 15, 2017

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8 Nancy J. Koppe  
9 United States Magistrate Judge  
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